

**AGREEMENT**

The applicant certifies that the information contained herein is true and correct, and further agrees that North Star Terminal and Stevedore Company may turn to a credit reporting bureau for verification of the information provided. Applicant agrees that if credit is extended, all credit and sales made shall be subject to the following:

1. Applicant shall pay the full amount of the invoice(s) when due, which is defined to be thirty (30) days from the invoice date unless otherwise specified on the invoice.
  2. If payment in full is not received by the due date, applicant shall owe, in addition to the invoice amount, a late fee of 1.5% per month or maximum allowed by law, on all unpaid balances, plus costs of collection, including attorney's fees, court costs, and collection fees that North Star Terminal and Stevedore Company may incur in recovering the amount owed.
  3. Applicant agrees to notify North Star Terminal and Stevedore Company promptly of any changes in ownership of the business conducted under the account name, and agrees to liability for all charges to the business conducted under the account name unless and until North Star Terminal and Stevedore Company receives written notice of a change in ownership of that business.
  4. The applicant agrees that venue and jurisdiction for any such court action shall properly be in the Greater Anchorage area.
  5. Applicant agrees to pay a \$25.00 handling fee each time a check is returned from North Star Terminal and Stevedore Company's bank as NSF, return to maker or account closed.
  6. Applicant agrees that if there are any conflicts between applicant's purchase order and this agreement that this agreement shall prevail.
  7. The applicant agrees that North Star Terminal and Stevedore Company, at its option, may cancel credit privileges to the applicant. The applicant agrees that if any person guaranteeing payment by the applicant revokes his/her guarantee as provided in his/her Guarantee Agreement with North Star Terminal and Stevedore Company, this Credit Agreement shall be automatically terminated and all amounts owing to North Star Terminal and Stevedore Company shall be immediately due and payable.
- I further certify on the Applicant's behalf that applicant is solvent, as defined by Article 1 of the Uniform Commercial Code, and that Applicant will immediately notify North Star Terminal and Stevedore Company if it becomes insolvent. I further certify that I am an officer of Applicant knowledgeable of the financial conditions of Applicant, and that I am empowered and authorized to enter into the aforesaid Agreement on Applicant's behalf.

Company SPENCER ROCK PRODUCTS, INC.

Date Jan 28, 1997

Signature Robert A. LaParé  
Print Name ROBERT A. LAPARÉ

EXHIBIT 1  
Pg. 1 of 1

**INDIVIDUAL PERSONAL GUARANTEE**

To: North Star Terminal and Stevedore Company

In consideration of extension of credit to applicant, and/or forbearance from immediate collection of any existing indebtedness to you, I/we hereby unconditionally guarantee, jointly and severally, personal payment and performance of all applicant's obligations, present and future, to North Star Terminal and Stevedore Company.

This guarantee may be revoked by written notice to you, but such revocation will not affect transactions undertaken prior to receipt of written notice of such revocation by you.

I/we hereby waive notice of acceptance herein, extension of credit or default. No subsequent activities of North Star Terminal and Stevedore Company or transactions between North Star Terminal and Stevedore Company and applicant other than payments (including but not limited to extensions of due dates, release or substitutions of collateral security) shall affect the undersigned's obligations herein.

Signature: Robert A. LapeereDate Jan 23, 1997Printed Name ROBERT A. LAPEERESoc. Sec. # 566-50-2398Home Address 10401 CONSTITUTION

Signature: \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Soc. Sec. # \_\_\_\_\_

Home Address \_\_\_\_\_

After completion, please mail the signed original application to the attention of the Credit Department as indicated below. Applications may be faxed in order to expedite application process, however signed original must be received by mail in order to establish credit.

North Star Terminal and Stevedore Company

Attention: Credit Department

P. O. Box 102019

Anchorage, Alaska 99510

Phone: (907) 272-7537 Fax: (907) 272-8735

**OFFICE USE ONLY**

Account # \_\_\_\_\_ Credit Approved \_\_\_\_\_ Amount \_\_\_\_\_ Terms \_\_\_\_\_ Letter Sent \_\_\_\_\_

Account # \_\_\_\_\_ Credit Denied \_\_\_\_\_ Terms \_\_\_\_\_ Letter Sent \_\_\_\_\_

Related Account(s) # \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_ Recorded: Date \_\_\_\_\_ Initials \_\_\_\_\_

EXHIBIT 2  
Pg. 1 of 1

Winthrop 1-98-00009-TMB  
851 Burlway Rd. Suite 4  
Burlingame CA 94010

Document 491-4

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY  
A St. Paul Fire & Marine Ins. Co  
COMPANY  
B  
COMPANY  
C  
COMPANY  
D

Phone No. 415-348-7800 Fax No. 415-348-4806  
INSURED No Star Terminal & Stevedore  
Co. & Northern Stevedoring &  
Handling Co.  
P.O. Box 2019, Anchorage AK  
99510

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD  
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS  
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,  
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Stevedore Liab	388FA8581	01/01/97	01/01/98	GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$5,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HOURED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER				

DESCRIPTION OF OPERATION/LOCATION/VEHICLE/SPECIAL ITEMS

CERTIFICATE HOLDER

Nuggett Construction  
8726 Corbin Drive  
Anchorage AK 99507

NOTGETT

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL  
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,  
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY  
OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Edmund S. Chelmini*

©ACORD CORPORATION 1988

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EXHIBIT 1  
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May 1, 1997

Northern Stevedoring  
P.O. Box 497  
Seward, Alaska 99664

Attention: Jack Goodwill  
Subject: ZB286, Wear Deck  
Ref: DACW85-96-C-0020, HOMER SPIT UPGRADE  
Rip Rap

Dear Jack,

This confirms our conversation earlier today regarding the concrete wear deck on the ZB286. Nugget installed the temporary wear deck in order to protect the barge deck. We intend to remove the deck at the conclusion of the charter. Accordingly, we anticipate damage to the wear deck during loading and offloading operations. A copy of the Pre-Hire survey will be made available if requested. If you have questions or require additional information, please contact the undersigned at 907-344-8365.

Sincerely,

Nugget Construction, Inc.

*L.D. Randolph*  
L.D. Randolph, P.E.  
Project Manager

C: 611 Job File

EXHIBIT 4  
Pg. 1 of 1

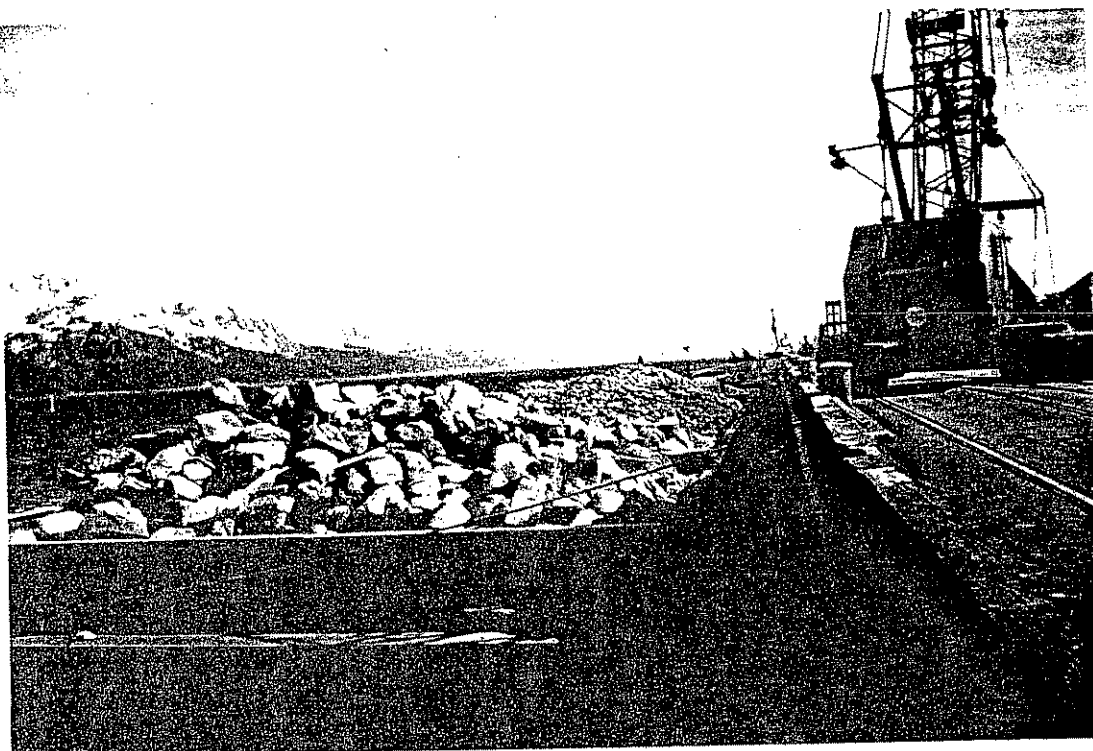


EXHIBIT 5  
Pg. 1 of 5

EXHIBIT 1  
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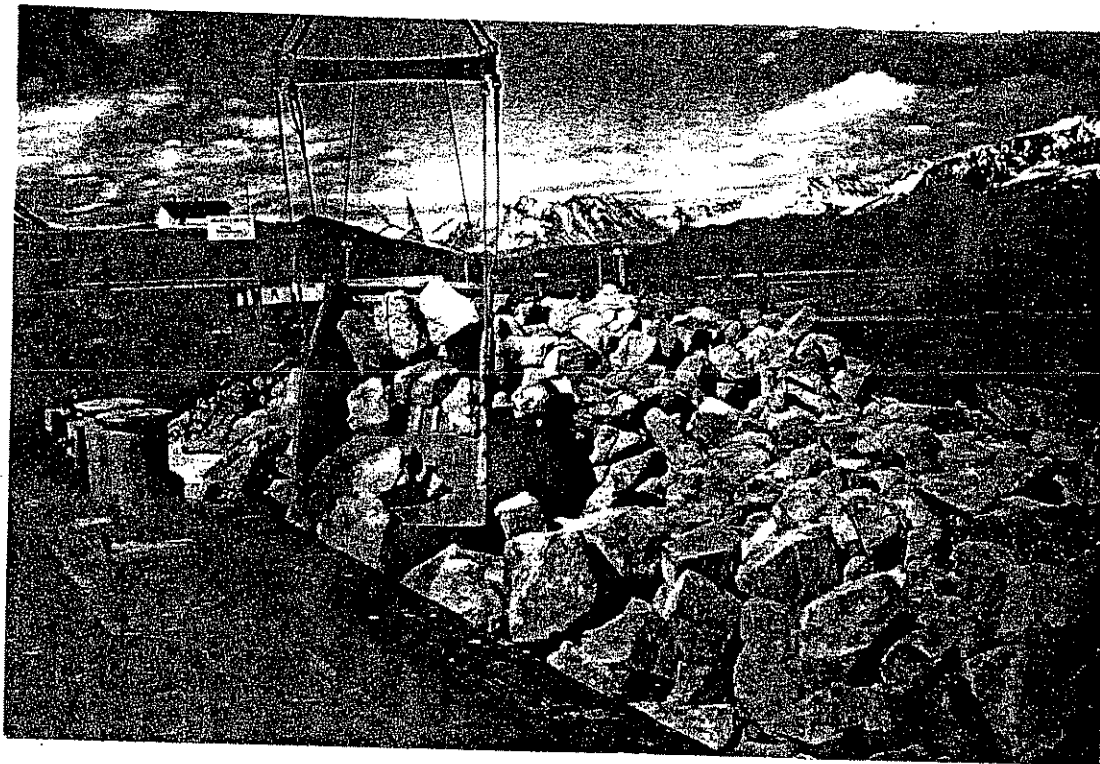


EXHIBIT 5  
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EXHIBIT 1  
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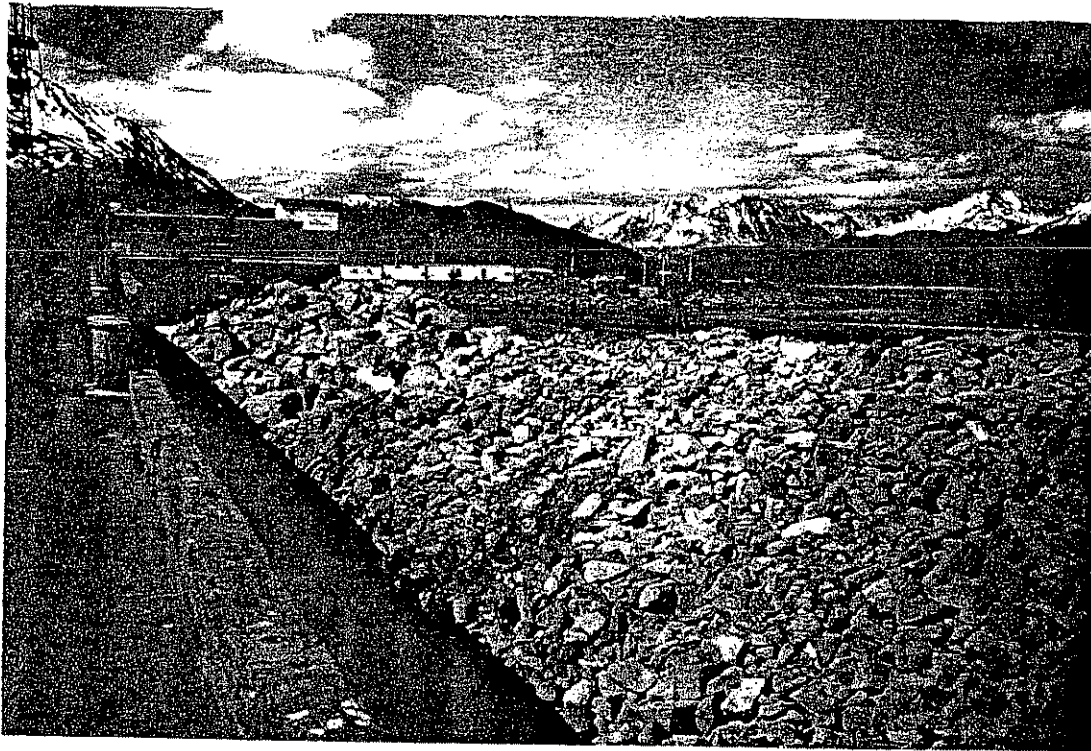


EXHIBIT 5  
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EXHIBIT 1  
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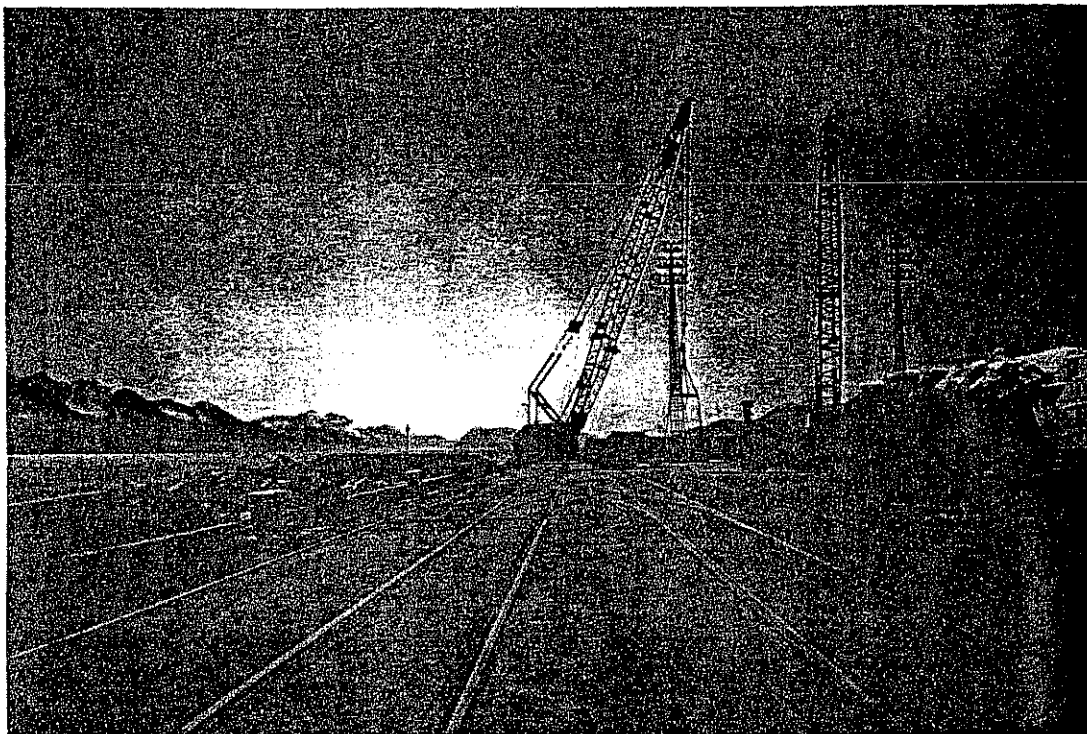


EXHIBIT 5  
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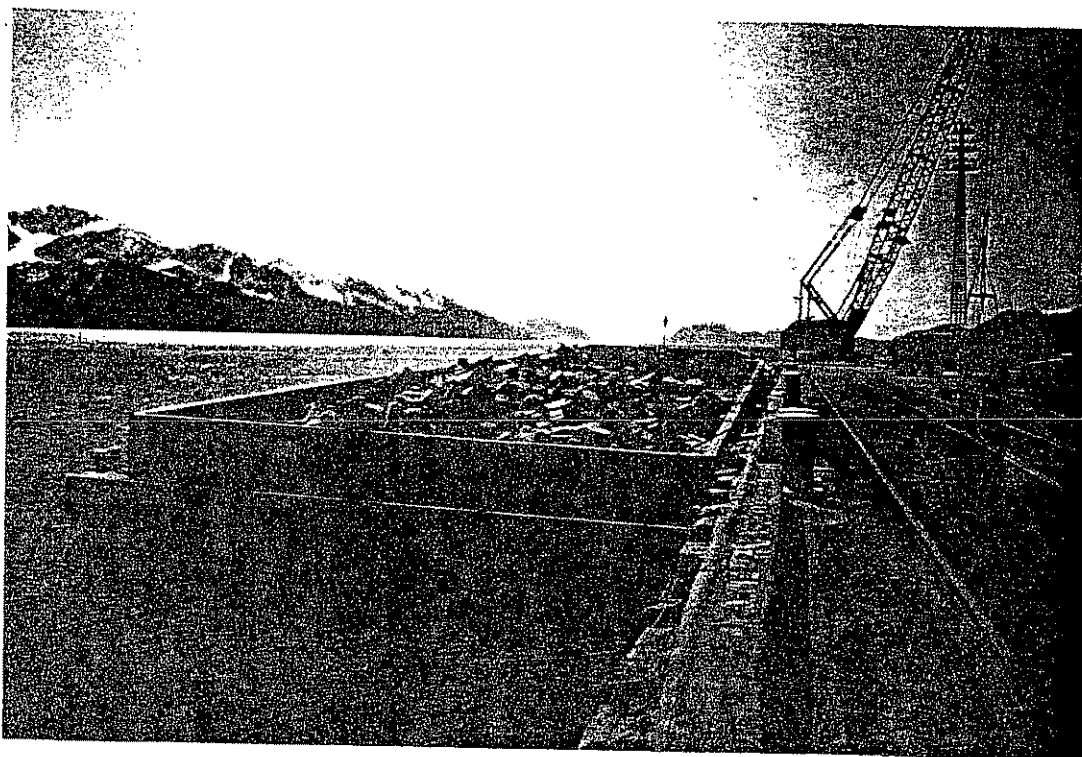


EXHIBIT 5  
Pg. 5 of 5

EXHIBIT 1  
Page 59 of 69

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NUGGET CONST. BARGE & OWNERS  
C/O SPENCER ROCK PRODUCTS, INC. 75970  
BOX 244063  
TO ANCHORAGE, AK 99524

DATE 5/08/97

BILL NO. 105

PURCHASE ORDER

VESSEL	NUGGET CONST. BARGE	PORT	SEWARD
STARTED	5/01/97	PIER	ARR DOCK
FINISHED	5/05/97	OPERATION	LOAD ROCK

LABOR	TYPE	HOURS	RATE	EXTENSION
LONGSHOREMEN - SKILLED	OT	8.00	94.55	756.40
HATCH BOSS	OT	68.00	99.71	6,780.28
CRANE OPERATOR	OT	68.00	96.11	6,535.48
GEARMAN	ST	12.00	72.60	871.20
GEARMAN	OT	10.00	96.11	961.10
TOTAL LABOR		166.00		15,904.46
1000 MANITOWOC CRANE		34.00	160.00	5,440.00
TOTAL EQUIPMENT		34.00		5,440.00
SUB-TOTAL				21,344.46
5% SEWARD SALES TAX				25.00
TOTAL				21,369.46

EXHIBIT 6  
Pg. 1 of 8

THAT THE SUPPLIES/SERVICES HAVE BEEN SUPPLIED/RENDERED ON THE CREDIT OF THE VESSEL AND THAT THE LIENS ARISING FROM THE FURNISHINGS OF THE SUPPLIES/SERVICES HAVE NOT BEEN WAIVED BY AGREEMENT OR OTHERWISE.  
PLEASE PAY FROM INVOICE • ACCOUNTS NOT PAID WITHIN 30 DAYS SUBJECT TO SERVICE CHARGE OF 1% PER MONTH

EXHIBIT 1  
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Inquires:  
P.O. Box 497  
Seward, AK 99664

Case 3:98-cv-00009-TMB Document 491-4 Filed 04/28/2006  
TNE 907-224-5477 FAX 907-224-2  
FEDERAL I.D. # 92-0015358

Page 11 of 19  
Remittance:  
P.O. Box 105063  
Anchorage, AK 99510

NUGGET ROCK BARGE & OWNERS  
C/O SPENCER ROCK PRODUCTS, INC. 75970  
BOX 244063  
TO ANCHORAGE, AK 99524

DATE 5/15/97

BILL NO. 117

PURCHASE ORDER

VESSEL  
STARTED  
FINISHED

NUGGET ROCK BARGE  
5/13/97  
5/14/97

PORT SEWARD  
PIER ARR DOCK  
OPERATION LOAD ROCK

LABOR	STEVEDORING AND HANDLING CHARGES IN CONNECTION WITH ABOVE VESSEL	TYPE	HOURS	RATE	EXTENSION
LONGSHOREMEN - SKILLED		OT	4.00	94.55	378.20
HATCH BOSS		ST	12.00	75.00	900.00
HATCH BOSS		OT	28.00	99.71	2,791.88
CRANE OPERATOR		ST	12.00	72.60	871.20
CRANE OPERATOR		OT	28.00	96.11	2,691.08
BEARMAN		ST	2.00	72.60	145.20
BEARMAN		OT	6.00	96.11	576.66
TOTAL LABOR			92.00		8,354.22
1000 MANITOWOC CRANE			20.00	160.00	3,200.00
TOTAL EQUIPMENT			20.00		3,200.00
SUB-TOTAL					11,554.22
% SEWARD SALES TAX					25.00
TOTAL					11,579.22

EXHIBIT 6  
Pg. 2 of 8

THAT THE SUPPLIES/SERVICES HAVE BEEN SUPPLIED/RENDERED ON THE CREDIT OF THE VESSEL AND THAT THE LIENS ARISING FROM THE FURNISHINGS OF THE SUPPLIES/SERVICES HAVE NOT BEEN WAIVED BY AGREEMENT OR OTHERWISE.

EXHIBIT 1  
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NUGGET CONSTRUCTION & OWNERS  
C/O SPENCER ROCK PRODUCTS, INC. 75970  
BOX 244063  
TO ANCHORAGE, AK 99524

DATE 5/22/97

BILL NO. 119

PURCHASE ORDER

VESSEL NUGGET CONSTRUCTION  
STARTED 5/14/97  
FINISHED 5/15/97

PORT SEWARD  
PIER ARR DOCK  
OPERATION LOAD ROCK

STEVEDORING AND HANDLING CHARGES IN CONNECTION WITH ABOVE VESSEL				
LABOR	TYPE	HOURS	RATE	EXTENSION
LONGSHOREMEN - SKILLED	OT	8.00	94.55	756.40
HATCH BOSS	ST	24.00	75.00	1,800.00
HATCH BOSS	OT	46.00	99.71	4,586.66
CRANE OPERATOR	ST	24.00	72.60	1,742.40
CRANE OPERATOR	OT	46.00	96.11	4,421.06
GEARMAN	ST	4.00	72.60	290.40
GEARMAN	OT	10.00	96.11	961.10
TOTAL LABOR		162.00		14,558.02
00 MANITOWOC CRANE		35.00	160.00	5,600.00
TOTAL EQUIPMENT		35.00		5,600.00
SUB-TOTAL				20,158.02
5% SEWARD SALES TAX				25.00
TOTAL				20,183.02

EXHIBIT 6  
Pg 3 of 8

THAT THE SUPPLIES/SERVICES HAVE BEEN SUPPLIED/RENDERED ON THE CREDIT OF THE VESSEL AND THAT THE LIENS ARISING FROM THE FURNISHINGS OF THE SUPPLIES/SERVICES HAVE NOT BEEN WAIVED BY AGREEMENT OR OTHERWISE.  
PLEASE PAY FROM INVOICE • ACCOUNTS NOT PAID WITHIN 30 DAYS SUBJECT TO SERVICE CHARGE OF 1% PER MONTH

NUGGET CONSTRUCTION & OWNERS  
C/O SPENCER ROCK PRODUCTS, INC. 75970  
BOX 244063  
TO. ANCHORAGE, AK 99524

DATE 5/22/97

BILL NO. 132

VESSEL NUGGET CONSTRUCTION  
STARTED 5/20/97  
FINISHED 5/20/97

PURCHASE ORDER

PORT SEWARD  
PIER ARR DOCK  
OPERATION LOAD ROCK

LABOR	STEVEDORING AND HANDLING CHARGES IN CONNECTION WITH ABOVE VESSEL	TYPE	HOURS	RATE	EXTENSION
LONGSHOREMEN - SKILLED		OT	6.00	94.55	567.30
HATCH BOSS		ST	12.00	75.00	900.00
HATCH BOSS		OT	38.00	99.71	3,788.98
CRANE OPERATOR		ST	12.00	72.60	871.20
CRANE OPERATOR		OT	38.00	96.11	3,652.18
BEARMAN		ST	2.00	72.60	145.20
BEARMAN		OT	8.00	96.11	768.88
TOTAL LABOR			116.00		10,693.74
100 MANITOWOC CRANE			25.00	160.00	4,000.00
TOTAL EQUIPMENT			25.00		4,000.00
SUB-TOTAL					14,693.74
SEWARD SALES TAX					25.00
TOTAL					14,718.74

EXHIBIT 6  
Pg. 4 of 8

THAT THE SUPPLIES/SERVICES HAVE BEEN SUPPLIED/RENDERED ON THE CREDIT OF THE VESSEL AND THAT THE LIENS ARISING FROM THE FURNISHINGS OF THE SUPPLIES/SERVICES HAVE NOT BEEN WAIVED BY AGREEMENT OR OTHERWISE.  
PLEASE PAY FROM INVOICE • ACCOUNTS NOT PAID WITHIN 30 DAYS SUBJECT TO SERVICE CHARGE OF 1 1/2% PER MONTH

EXHIBIT 1  
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NUGGET CONSTRUCTION & OWNERS  
C/O SPENCER ROCK PRODUCTS, INC. 75970  
BOX 244063  
TO ANCHORAGE, AK 99524

DATE 5/29/97

BILL NO. 135

PURCHASE ORDER

VESSEL NUGGET CONSTRUCTION  
STARTED 5/21/97  
FINISHED 5/22/97

PORT SEWARD  
PIER ARR DOCK  
OPERATION LOAD ROCK

LABOR	STEVEDORING AND HANDLING CHARGES IN CONNECTION WITH ABOVE VESSEL	TYPE	HOURS	RATE	EXTENSION
LONGSHOREMEN - SKILLED		OT	6.00	94.55	567.30
HATCH BOSS		ST	24.00	75.00	1,800.00
HATCH BOSS		OT	36.00	99.71	3,589.56
CRANE OPERATOR		ST	24.00	72.60	1,742.40
CRANE OPERATOR		OT	36.00	96.11	3,459.96
GEARMAN		ST	4.00	72.60	290.40
GEARMAN		OT	8.00	96.11	768.88
TOTAL LABOR			138.00		12,218.50
JO MANITOWOC CRANE			5.00	160.00	800.00
4000 MANITOWOC CRANE			25.00	160.00	4,000.00
TOTAL EQUIPMENT			30.00		4,800.00
SUB-TOTAL					17,018.50
5% SEWARD SALES TAX					25.00
TOTAL					17,043.50

EXHIBIT 6  
Pg. 5 of 8

THAT THE SUPPLIES/SERVICES HAVE BEEN SUPPLIED/RENDERED ON THE CREDIT OF THE VESSEL AND THAT THE LIENS ARISING FROM THE FURNISHINGS OF THE SUPPLIES/SERVICES HAVE NOT BEEN WAIVED BY AGREEMENT OR OTHERWISE.  
PLEASE PAY FROM INVOICE • ACCOUNTS NOT PAID WITHIN 30 DAYS SUBJECT TO SERVICE CHARGE OF 1% PER MONTH

EXHIBIT 1  
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SPENCER ROCK PRODUCTS, INC.  
BOX 244063  
TO ANCHORAGE, AK 99524

75970

DATE 6/12/97

BILL NO. 189

PURCHASE ORDER

VESSEL NUGGET CONST. BARGE  
STARTED 6/09/97  
FINISHED 6/10/97

PORT SEWARD  
PIER ARR DOCK  
OPERATION LOAD SPENCER ROCK

STEVEDORING AND HANDLING CHARGES IN CONNECTION WITH ABOVE VESSEL				
LABOR	TYPE	HOURS	RATE	EXTENSION
LONGSHOREMEN - SKILLED	OT	6.00	94.55	567.30
HATCH BOSS	ST	12.00	75.00	900.00
HATCH BOSS	OT	42.00	99.71	4,187.82
CRANE OPERATOR	ST	12.00	72.60	871.20
CRANE OPERATOR	OT	42.00	96.11	4,036.62
GEARMAN	ST	2.00	72.60	145.20
GEARMAN	OT	10.00	96.11	961.10
TOTAL LABOR		126.00		11,669.24
900 MANITOWOC CRANE		8.50	160.00.	1,360.00
4000 MANITOWOC CRANE		17.00	160.00	2,720.00
TOTAL EQUIPMENT		25.50		4,080.00
SUB-TOTAL				15,749.24
5% SEWARD SALES TAX				25.00
TOTAL				15,774.24

EXHIBIT 6  
Pg. 6 of 8

THAT THE SUPPLIES/SERVICES HAVE BEEN SUPPLIED/RENDERED ON THE CREDIT OF THE VESSEL AND THAT THE LIENS ARISING FROM THE FURNISHINGS OF THE SUPPLIES/SERVICES HAVE NOT BEEN WAIVED BY AGREEMENT OR OTHERWISE.

PLEASE PAY FROM INVOICE • ACCOUNTS NOT PAID WITHIN 30 DAYS SUBJECT TO SERVICE CHARGE OF 1% PER MONTH

EXHIBIT 1  
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SPENCER ROCK PRODUCTS, INC.  
BOX 244063  
TO ANCHORAGE, AK 99524

75970

DATE 6/19/97

BILL NO. 192

PURCHASE ORDER

VESSEL NUGGET CONST. BARGE  
STARTED 6/11/97  
FINISHED 6/11/97

PORT SEWARD  
PIER ARR DOCK  
OPERATION LOAD SPENCER ROCK1

STEVEDORING AND HANDLING CHARGES IN CONNECTION WITH ABOVE VESSEL				
LABOR	TYPE	HOURS	RATE	EXTENSION
LONGSHOREMEN - SKILLED	OT	2.00	94.55	189.10
HATCH BOSS	ST	12.00	75.00	900.00
HATCH BOSS	OT	4.00	99.71	398.84
CRANE OPERATOR	ST	12.00	72.60	871.20
CRANE OPERATOR	OT	4.00	96.11	384.44
GEARMAN	ST	2.00	72.60	145.20
TOTAL LABOR		36.00		2,888.78
O MANITOWOC CRANE		8.00	160.00	1,280.00
TOTAL EQUIPMENT		8.00		1,280.00
SUB-TOTAL				4,168.78
5% SEWARD SALES TAX				25.00
TOTAL				4,193.78

EXHIBIT 6  
Pg. 7 of 8

THAT THE SUPPLIES/SERVICES HAVE BEEN SUPPLIED/RENDERED ON THE CREDIT OF THE VESSEL AND THAT THE LIENS ARISING FROM  
THE FURNISHINGS OF THE SUPPLIES/SERVICES HAVE NOT BEEN WAIVED BY AGREEMENT OR OTHERWISE.  
DECEASED FROM HADICE & ACCOUNTS NOT PAID WITHIN 30 DAYS SUBJECT TO SERVICE CHARGE OF 1 1/4% PER MONTH

EXHIBIT 1  
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SPENCER ROCK PRODUCTS, INC.  
BOX 244063  
TO ANCHORAGE, AK 99524

75970

DATE 7/03/97

BILL NO. 233

PURCHASE ORDER

VESSEL NUGGET CONST. BARGE  
STARTED 6/25/97  
FINISHED 6/26/97

PORT SEWARD  
PIER ARR DOCK  
OPERATION LOAD SPENCER ROCK

ABOR	TYPE	HOURS	RATE	EXTENSION
LONGSHOREMEN - SKILLED	OT	8.00	94.55	756.40
HATCH BOSS	ST	24.00	75.00	1,800.00
HATCH BOSS	OT	46.00	99.71	4,586.66
CRANE OPERATOR	ST	24.00	72.60	1,742.40
CRANE OPERATOR	OT	46.00	96.11	4,421.06
HEARMAN	ST	4.00	72.60	290.40
HEARMAN	OT	10.00	96.11	961.10
TOTAL LABOR		162.00		14,558.02
500 MANITOWOC CRANE		20.50	160.00	3,280.00
1900 MANITOWOC CRANE		12.50	160.00	2,000.00
TOTAL EQUIPMENT		33.00		5,280.00
SUB-TOTAL				19,838.02
5% SEWARD SALES TAX				25.00
TOTAL				19,863.02

EXHIBIT 6  
Pg. 8 of 8

THAT THE SUPPLIES/SERVICES HAVE BEEN SUPPLIED/RENDERED ON THE CREDIT OF THE VESSEL AND THAT THE LIENS ARISING FROM THE FURNISHINGS OF THE SUPPLIES/SERVICES HAVE NOT BEEN WAIVED BY AGREEMENT OR OTHERWISE\*

\*PLEASE PAY FROM SERVICE & ACCOUNTS NOT PAID WITHIN 30 DAYS SUBJECT TO SERVICE CHARGE OF 1% PER MONTH

EXHIBIT 1  
Page 67 of 69

P.O. Box 10506  
Anchorage, Alaska 99506  
(907) 272-7537

Box 497  
Seward, Alaska 99664  
(907) 224-5477

August 4, 1997

Army Corps of Engineers  
Fort Richardson Residence Office  
Box 898  
Anchorage, Alaska 99506-0898

ATTN: Mr. Dave Scott  
Mr. Doug Wood

REF: DACW85-96-C-0020, Homer Spit Upgrade Rip Rap

Northern Stevedoring has been working for Spencer Rock Products, Inc. From May 1 to June 26, 1997. In that time frame Northern loaded five barges of rock for the Homer Spit. Northern invoices all customers on a weekly basis. No payment has been received from Spencer Rock for loading the barges. Mr. Bob LaPore, President of Spencer Rock, has stated he would pay Northern after he receives payment from Nugget Construction.

Northern and Spencer Rock began phone conversations about loading the Homer Spit rock in August of 1996. Northern was to bill Spencer for the loading based on labor and equipment used. A rate sheet is attached for your information.

L.D. Randolph P.E., works for Nugget Construction, Inc. and is the project manager for the Homer Spit upgrade. On April 30, 1997 Randy Randolph called Northern Stevedoring and said his barge would be in Seward on May 2 to unload equipment. Randy said he wanted Northern to start loading rock on May 3, 1997. Northern expressed concern over the possible damage to the deck of the barge during the loading of the rock. Randy responded back with the attached letter, stating the barge was fitted with a temporary concrete wear deck.

Spencer delivered the rock to the Alaska Railroad Dock. Northern Stevedoring loaded the rock to the barge chartered by Nugget Construction. Randy Randolph was making all the decisions on the loading of the barges; what type of rock to load, the quantity to load, arrival and departure of the barges.

The following invoices reflect the charges for the five barges Northern loaded.

1) Invoice 105	Worked 5/1-5/97	Amount	\$21,369.46
2) Invoice 117	Worked 13 & 14	Amount	\$11,579.22
Invoice 119	Worked 14 & 15	Amount	\$20,183.02
3) Invoice 132	Worked 5/19&29	Amount	\$14,718.74
Invoice 135	Worked 5/21&22	Amount	\$17,043.50

EXHIBIT 7  
Pg. 1 of 2

CONTRACTING STEVEDORES • TERMINAL OPERATORS • WAREHOUSING • EQUIPMENT RENTAL

EXHIBIT 1  
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4) Invoice 189	Worked 6/9&10	Amount	\$15,774.24
Invoice 192	Worked 6/11	Amount	\$ 4,193.78
5) Invoice 233	Worked 6/25 & 26	Amount	\$19,863.02

Total Amount Due: \$124,724.98

Northern Stevedoring did agree to direct the invoices for loading the rock to the ZB286 Nugget Construction barge, for the Army Corps of Engineers Homer Spit upgrade to Spencer Rock. The work requested has been completed in good faith and invoices have been sent. No payment has been received. The first invoice is 87 days over due. We believe this to be a direct violation of the 14 Day Prompt Payment act, which is a reflection on Nugget Construction and the Army Corps of Engineers. Your assistance in resolving this issue would be greatly appreciated. Please call if you have any questions. 907-224-5477.

Regards,

*Jack Goodwill*

Jack Goodwill, Vice President  
Northern Stevedoring & Hdlg

(12 )Encl.

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